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2-1-1962

Retail Baking Companies in New York, NY and Cake Bakers Union Local 51

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Retail Baking Companies in New York, NY and Cake Bakers Union Local 51

Location

New York, NY

Effective Date

2-1-1962

Expiration Date

1-31-1965

Number of Workers

1300

Employer

Retail Bakery Companies in New York, NY

Union

American Bakery and Confectionery Workers International Union

Union Local

51

NAICS

44

Sector

P

Item ID

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Comments

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Cake Bakers Union

Local 51

AUG 218 1964

American Bakery and Confectionery Workers
International Union

— Affiliated with AFL-CIO —

210 WEST 50th STREET, NEW YORK, 19

CO 5 - 0355



RETAIL AGREEMENT

Name _____

Address _____

Telephone _____

DATED: February 1, 1962

THIS AGREEMENT, made and entered into the 1st day of February, 1962, by and between CAKE BAKERS UNION, LOCAL 51 OF GREATER NEW YORK, affiliated with the AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O., hereinafter designated "UNION", and the undersigned,

hereinafter designated "EMPLOYER",

W I T N E S S E T H:

In consideration of the mutual promises hereinafter set forth, and of the granting of the right to the EMPLOYER to use the UNION label as hereinafter specified, the parties hereto agree as follows:

FIRST: The EMPLOYER recognizes the UNION as the sole collective bargaining representative of all employees employed in its establishment or establishments, and agrees that it will bargain solely with the UNION and carry on negotiations with said UNION with respect to all matters relating to the terms and conditions of employment.

SECOND: The EMPLOYER shall employ in his bakery or bakeries none but members in good standing in the UNION as bakers, helpers, porters and all other employees. The UNION agrees to furnish, upon demand, a sufficient number of employees.

THIRD: The EMPLOYER agrees that the minimum wage scales in his bakery or bakeries shall be as follows:

(a) During the period from February 1st, 1962 to January 31, 1963:

FIRST HAND	\$26.00 per day	\$156.00 per week of 6 days.
SECND HAND	\$23.00 " "	\$138.00 " " " " "
PORTER	\$16.00 " "	\$ 96.00 " " " " "

All employees receiving more than the minimum scales set forth above for their classification of employment shall receive an increase of One (\$1.00) Dollar per day, commencing February 1st, 1962.

(b) During the period from February 1st, 1963 to January 31st, 1964:

FIRST HAND	\$26.50 per day	\$159.00 per week of 6 days.
SECND HAND	\$23.50 " "	\$141.00 " " " " "
PORTER	\$16.50 " "	\$ 99.00 " " " " "

All employees receiving more than the minimum scales set forth above for their classification of employment shall receive an increase of Fifty (50¢) Cents per day, commencing February 1st, 1963.

(c) During the period from February 1st, 1964 to January 31st, 1965:

FIRST HAND	\$27.50 per day	\$165.00 per week of 6 days.
SECND HAND	\$24.50 " "	\$147.00 " " " " "
PORTER	\$17.50 " "	\$105.00 " " " " "

All employees receiving more than the minimum scales set forth above for their classification of employment shall receive an increase of One Dollar (\$1.00) per day, commencing February 1st, 1964.

FOURTH: All employees shall be paid at the rate of time and one-half for all hours worked after seven and one-half ($7\frac{1}{2}$) hours of each day or night.

FIFTH: All wages shall be paid in cash at the end of each week's work for all work done during that week. Upon the failure or neglect of the EMPLOYER to pay the wages due to his employees for a period of one week during the life of this agreement, the rights and privileges of the EMPLOYER under this agreement, shall be suspended, at the option of the UNION, unless and until he shall have fully paid the wages unpaid and due to his employees and, further, unless and until he shall have deposited with the UNION a sum equivalent to two weeks wages of all of his employees, to be held by the UNION as security, and to be applied to the payment of any wages which may become due and unpaid in the future.

SIXTH: (a) The EMPLOYER shall contribute weekly the sum of Two (\$2.00) Dollars for each day or night's work, including vacations and holidays, of each of his employees covered by this agreement to the CAKE BAKERS UNION WELFARE FUND.

(b) The above contributions shall be made for each week of this agreement, whether the shop is open or not. For any week or weeks during which the shop may be closed the contributions shall be based upon the number of days or nights work in the week preceding such closing. It is the intent of the parties that such contributions shall be on a double basis where double wage payments are made when employees or their replacements work on vacations or holidays. It is understood that contributions shall be payable on behalf of employees from the first day of employment, whether said employees are permanent, temporary or seasonal, or full time, or part time employees, and regardless whether or not they are members of the UNION.

(c) Such WELFARE FUND shall be used to provide for death, sickness, accident, health and

miscellaneous benefits, or any one or combination thereof for such employees and their dependents. Said WELFARE FUND shall, in addition to the foregoing, maintain a Retirement Fund for the benefit of the said covered employees as the Trustees of said WELFARE FUND may determine.

(d) Such payments shall be due and payable at the same time as wages.

(e) It shall be the obligation of the EMPLOYER to make the required payments to the office of the WELFARE FUND, as follows: CAKE BAKERS UNION WELFARE FUND, 1627 Broadway, New York 19, N.Y.

(f) The EMPLOYER ratifies and agrees to be subject and bound by all of the terms and provisions of the Agreement and Declaration of Trust of CAKE BAKERS UNION WELFARE FUND, as amended, with any and all amendments thereof heretofore and hereafter duly approved by the Trustees of the said WELFARE FUND.

(g) The EMPLOYER consents to the UNION being deemed an EMPLOYER and its employees, covered employees of the Welfare Fund.

SEVENTH: It is agreed that the seven and one-half ($7\frac{1}{2}$) hours of labor constitute a day's work.

EIGHTH: (a) The members of the UNION shall not be required to work but shall be paid for the following holidays:

Two Days Rosh Hashonah
One Day Yom Kippur
May 1st
Thanksgiving
New Years (January 1st)
January 30th (Franklin D.
Roosevelt's Birthday)
Christmas Day

It is understood and agreed that payment shall be made for the above holidays proportionately, upon a five (5) day week basis, depending upon the number of days an employee works during a week on an average basis, i.e., for each day worked during an average week an employee shall be entitled to on -fifth (1/5th) of the regular pay for each of such holidays, including the regular jobbers, but employees working six (6) days a week shall in no event receive more than one (1) day's holiday payment for each holiday.

If an employee works on any of the above listed holidays, he shall, in addition to the holiday pay, receive time and one-half his usual rate of pay for the day's work.

(b) In the event the EMPLOYER operates an Orthodox shop, that is, a shop which is kept closed on Saturday and religious holidays, then, and in that event, all employees employed in such shop shall be paid for the following holidays instead of the holidays listed above in paragraph marked "EIGHTH (a)":

Two Days Rosh Hashonah
One Day Yom Kippur
Four Days Succoth
Two Days Shevuoth

In addition, employees working in such Orthodox shops shall be paid time and one-half for work performed on New Year's day, May 1st, and Election Day.

(c) Each regular employee or regular jobber employed in standard or Orthodox shops shall be entitled to take his birthday off without loss of pay. Should such employee's birthday occur on a holiday, or during his vacation, or on the employee's scheduled day off, he shall be given an extra day's pay, at the straight time rate, for the work week in

which his birthday occurs. Should the employee be required to work on his birthday, he shall be given, in addition to his regular pay, an extra day's pay at straight time, for the work week in which his birthday occurs.

The birthday pay for regular jobbers shall be pro-rated.

NINTH: The EMPLOYER shall give to each of his regular employees, including regular jobbers, three (3) weeks vacation with pay during each year of this agreement pro-rated in accordance with the provisions which follow: Such vacation shall, for each week of a vacation, be in the amount regularly earned by the employee from such EMPLOYER. (For example, a man regularly employed for two (2) days per week shall receive two (2) days pay from the EMPLOYER for each week of vacation.

The entire vacation allowance of three (3) weeks shall be paid on a pro-rata basis, as follows:

(a) Each employee who has been employed for the months of September, October, November and December of the preceding year shall receive one (1) week's vacation for which the EMPLOYER shall make payment at the commencement of the Passover holidays.

(b) For the months of January, February, March and April in each year covered by this agreement, each employee shall be entitled to a second week's vacation.

(c) For the months of May, June, July and August in each year covered by this agreement, each employee shall be entitled to a third week's vacation.

(d) Any employee in a job newly created shall be paid for vacation on a proportionate basis according to his length of service.

(e) If an employee is discharged, laid off or leaves his job, he shall be entitled to a proportionate share of his vacation, based on his actual service within each of the aforesaid periods, provided, however, that within a particular month, if there are replacements, the employee who had the job for the largest portion of that month shall be entitled to vacation of that month. If an employee is discharged, laid off or leaves his job during a particular month and is not replaced, he shall be entitled to vacation credit on a pro-rated basis, including the period worked in that particular month. If an employee is hired during a given month and is not a replacement, he shall be given vacation credit for the portion of the month during which he works.

(f) The vacation period shall be between June 1st and Labor Day. The dates when such vacation shall be given shall be as agreed upon by the EMPLOYER and the UNION.

(g) If an EMPLOYER closes down during a vacation or holiday period, the time during which the EMPLOYER'S shop is closed, shall, nevertheless, be credited for vacation purposes.

(h) A man going on vacation must be replaced by a member of the UNION during the vacation period. This does not apply to men laid off.

(i) The second and third week's vacations may be paid for at any time up to and including Labor Day of any year covered by this agreement, excepting where an employee is discharged, laid off, leaves his employment or goes on vacation, and, in

any of those events, he shall at that time, be paid for vacation credits accrued by him up to that time. Where an EMPLOYER closes his shop between June and September, he shall pay for accrued vacation credits at that time up to one (1) week if he closes for one week, and up to two (2) weeks if he closes for more than one week.

(j) In no event shall a job call for more than three (3) weeks vacation for any year during the period of this agreement, regardless of the number of employees on that one job.

TENTH: (a) The EMPLOYER shall not discharge or lay off any of his employees during the period beginning two (2) weeks before any of the paid holidays, including the worker's birthday.

(b) No permanent employee shall be summarily discharged without the approval of the UNION except for drunkenness and dishonesty. In the event that the EMPLOYER desires to discharge an employee for any other alleged just cause, the EMPLOYER shall give written notice to the UNION by registered mail, return receipt requested, of his intention to discharge the employee. If the UNION disputes the propriety of the proposed discharge, the UNION shall serve a written reply by registered mail, return receipt requested, within twenty-four (24) hours after notice of intention to dispute the discharge, to discuss the grievance. If the parties do not agree, the matter shall be submitted within twenty-four (24) hours thereafter to the New York State Board of Mediation for arbitration. The Board shall render a decision on the matter within forty-eight hours after the close of the hearing. No discharge will take place until after such decision has been rendered and provided the decision upholds the right to discharge and the decision shall be final and binding on the parties and no appeal shall be taken therefrom.

(c) The EMPLOYER shall have the right to lay off workers because of a decline in business provided that notice in writing of such proposed lay-off is sent by the EMPLOYER to the UNION at least seventy-two (72) hours prior to such proposed lay-off. The EMPLOYER and the UNION, however, shall mutually agree whether the lay-off shall be in the form of a straight lay-off or a division of work basis among the employees.

(d) The principle of seniority shall prevail for all employees covered by this agreement to the extent that seniority shall be based upon length of continuous service in each of the separate job classifications mentioned herein, to wit, first hand, second hand, and porter. The UNION may, however, waive the seniority provisions provided for herein.

ELEVENTH: The duties of the porters shall be confined to cleaning pans, scrubbing floors, carrying flours, washing walls and removing ashes but in no event shall porters do the work of bakers.

TWELFTH: All employees shall be furnished, without cost, with adequate and sufficient laundry and supplies necessary on the job, which shall include one pair of pants, and two shirts weekly, and one apron daily.

THIRTEENTH: Each employee whose mother, father, spouse, brother, sister or child shall die within the contract period, shall receive three (3) days leave with pay for absence, at or near the time of death.

FOURTEENTH: Each worker shall, without charge, be entitled daily for his own personal use, to one-half dozen Danish, and a small loaf cake, or its

equivalent in other baked products. Any other arrangements in lieu of the foregoing, acceptable to both, the EMPLOYER and his employees, may be made.

FIFTEENTH: It is understood and agreed that the substitute system shall be continued in force as heretofore.

SIXTEENTH: It is agreed that the one proprietor signatory to this agreement, shall be permitted to work in his own establishment, not to exceed a total of forty-five hours per week. Managers shall not do any bakers work.

SEVENTEENTH: The EMPLOYER hereby guarantees to keep his bakery or bakeries in operation a minimum of forty-nine full weeks per year except that if the EMPLOYER does not operate his bakery or bakeries for the Passover week, then and in that event as to such bakery or bakeries the minimum guarantee hereinabove specified shall be forty-eight weeks instead of forty-nine weeks.

EIGHTEENTH: (a) The EMPLOYER agrees that every loaf of cake from one-half pound and up, must have a UNION label thereon. Labels shall be purchased from the UNION, and paid for by the EMPLOYER, the price thereof to be at the current rate.

(b) The property right in the label and to the use thereof is vested in the UNION, and it shall at all times remain the property of the UNION. In the event of any controversy where any EMPLOYER shall employ non-UNION workers or shall make use of a non-UNION shop in violation of this agreement, upon demand of the UNION, the use of the label shall be immediately suspended. In any event, the right to use the UNION label may be suspended by AMERICAN BAKERY & CONFECTIONERY WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O. (the parent body), during the pendency of any controversy.

NINETEENTH: In the event the EMPLOYER and some other union shall become involved in a dispute which results in the picketing of the EMPLOYER'S establishment by the other union, the UNION shall have the right to withdraw its members from work and such action shall not be considered to be a breach of this agreement. This clause shall be enforced unless prohibited by law and notwithstanding any other provisions contained in this agreement.

TWENTIETH: The EMPLOYER agrees that at any time that an officer, representative or delegate or a committee of the UNION, bearing the proper credentials of the UNION, desires to visit his shop or shops, the same may do so without hindrance or molestation; but only the delegate shall have immediate control or regulate the workmen in the shop.

TWENTY-FIRST: The EMPLOYERS shall keep their bakeries in clean, sanitary condition, equipped with medicine chest containing necessary medicines and bandages for use in emergency cases, and carry insurance as provided by the Workmen's Compensation Law of the State of New York.

The EMPLOYER shall provide an adequate dressing room or locker room for all workers to be used by them for the purpose of dressing, washing, etc. Each worker shall have an individual locker.

TWENTY-SECOND: (a) Commencing February 1, 1963 in the event the cost of living, as measured by the Consumer Price Index of the Bureau of Labor Statistics for the City of New York, shall increase or decrease 2%, the basic hourly wage rate provided for in this Agreement shall automatically be adjusted by 2% and continue to be so automatically adjusted for every 2% increase or decrease occurring thereafter during the life of this Agreement.

(b) The initial base for computing an increase in the cost of living shall be the Consumer Price Index for the City of New York for the month of February, 1963. It is understood that the index for that month appears on or about March 15th. If there shall be a 2% increase from that level, the Consumer Price Index for the month in which such change will have occurred shall constitute the base from which the next 2% change shall be measured.

(c) Any wage increase or decrease provided for herein shall automatically appear in the wages of each employee on the first payroll date after official announcement of the Consumer Price Index by the Bureau of Labor Statistics and shall remain at such level until another change required by the provisions of this clause. Any new wage level established by virtue of this clause shall constitute the basic rate from which overtime, holiday, vacation pay and other payments under this Agreement shall be computed.

(d) Notwithstanding anything to the contrary in this clause, no wage rate of any employee shall be reduced, by reason of a decline in the Consumer Price Index, below the wage rate received by him on February 1st in any year in which such decrease takes place.

TWENTY-THIRD: In the event the EMPLOYER sells, transfers or assigns his bakery, the obligation of the EMPLOYER for unpaid wages, vacations, welfare or holiday pay due or to become due shall be binding on the transferee as well as on the original EMPLOYER. The transferee shall also be bound by all the terms of this agreement.

TWENTY-FOURTH: This agreement shall not become operative nor shall the use of the UNION label occur hereunder until and unless it has been approved and countersigned by a duly authorized UNION representative.

TWENTY-FIFTH: In consideration of the UNION entering into this contract, the EMPLOYER and the individuals whose names are subscribed hereto jointly and severally agree to and with the UNION for the period of time specified in this contract that they will not establish, open or engage, or in any manner become interested, directly or indirectly, either as employer, owner, partner, (dormant or otherwise), agent, stockholder, director, officer, or otherwise, in any business, trade, occupation or employment whatsoever involving the manufacture of cake or related products unless in such business, trade, occupation or employment, all the terms and conditions set forth in this agreement are duly performed and fully complied with.

TWENTY-SIXTH: This contract shall be in full force and effect from February 1st, 1962 to January 31st, 1965, and thereafter (at the option of the UNION), until the signing of a new agreement, the terms of which shall be retroactive to the above given expiration date.

IN WITNESS WHEREOF, the parties have hereunto affixed their seals and signatures on the 1st day of February, 1962.

CAKE BAKERS UNION, LOCAL 51 OF GREATER NEW YORK
affiliated with the AMERICAN BAKERY & CONFECTIONERY
WORKERS INTERNATIONAL UNION, A.F.L.-C.I.O.

by: _____

EMPLOYER

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